



## ASSIGNMENT AND RELEASE

Pursuant to the provisions of Subcontract No. \_\_\_\_\_, dated \_\_\_\_\_, between The Regents of the University of California and the undersigned Subcontractor, under Contract W-7405-ENG-48 between The Regents of the University of California and the Department of Energy, and in consideration of the sum of \$ \_\_\_\_\_ which has been or is to be paid under the said Subcontract, upon final payment by The Regents of the University of California, the Subcontractor does hereby:

1. Certify that the work under the said Subcontract has been completed in compliance with all provisions of the said Subcontract, that Subcontractor will continue to comply with all provisions of the said Subcontract, and that the claims of any and all persons furnishing labor or materials in performance of the work under the said Subcontract have been paid in full with no obligation outstanding under the said Subcontract that could be made the basis of a claim or lien under the applicable state or local laws.
2. Assign, transfer, set over and release to The Regents of the University of California all rights, title, and interest to any refunds, rebates, credits and other amounts arising out of the performance of the said Subcontract, and due to The Regents of the University of California under the said Subcontract, together with all rights of action accrued or which may hereafter accrue thereunder.
3. Remise, release and discharge The Regents of the University of California and the United States Government, their officers, agents, and employees, of and from all liabilities, obligations, claims, and demands under or arising from the said Subcontract unless otherwise provided in the payments provisions of the said Subcontract. If any lien or other claim remains unsatisfied after all payments are made, the Subcontractor shall refund to The Regents of the University of California all monies that they may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, This Assignment and Release is Executed This \_\_\_\_\_ Day of \_\_\_\_\_

WITNESSES:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBCONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: IN THE CASE OF A CORPORATION, WITNESSES ARE NOT REQUIRED, BUT THE CERTIFICATE BELOW MUST BE COMPLETED

### CERTIFICATE

I, \_\_\_\_\_, CERTIFY THAT I AM THE \_\_\_\_\_  
(OFFICIAL TITLE)

OF THE CORPORATION NAMED AS THE SUBCONTRACTOR IN THE FOREGOING ASSIGNMENT AND RELEASE; THAT \_\_\_\_\_ WHO SIGNED THE SAID

ASSIGNMENT AND RELEASE ON BEHALF OF THE SUBCONTRACTOR WAS THE \_\_\_\_\_ OF THE SAID CORPORATION; THAT THE

(OFFICIAL TITLE)

SAID RELEASE AND ASSIGNMENT WAS DULY SIGNED FOR AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

**CORPORATE SEAL**

**CERTIFIER**